

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION****Business and Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6928 / FAX (916) 263-6917

www.hcd.ca.gov

April, 21 2022

Gary Hallen, Director, Community Development & Housing
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Dear Gary Hallen:

**RE: County of San Bernardino, Standard Agreement Amendment 1
Contract No. 20-PLHA-15185, Am. 1 (Rev. 02/2022)**

Attached is an electronic copy of the Amended Standard Agreement, Am. 1 with Exhibits A and E:

A. Standard Agreement Contents (STD 213A and Exhibits A and E)

STD 213A – Cover page

Exhibit A, Am.1 (Rev. 02/2022) – Authority, Purpose and Scope of Work

Exhibit E, Am.1 (Rev. 02/2022) – Program-Specific Provisions and Special Conditions

B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213A; please review and complete one of the following options:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213A and/or on page 2 of the STD 213A, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213A page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print one copy of the Standard Agreement, STD 213A. Do not send photocopies of the signed STD 213A page(s). The copy must be an original, **wet** signature and in **blue ink**; do not return the Exhibits to the Department.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213A and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213A and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the signed copy of the STD 213A; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:
Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention: Viet Luong
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833
7. Maintain a complete electronic version of the STD 213A and Exhibits A and E, Am. 1 (Rev. 02/2022) for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Muri Bartkovsky, PLHA Program Representative, Program Design and Implementation Branch, at (916) 776-7598 or email muri.bartkovsky@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Jennifer Collins
Contract Analyst

cc: Muri Bartkovsky, PLHA Program Representative, Program Design and Implementation Branch

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **SCO ID:**
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES	20-PLHA-15185	1	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
County of San Bernardino

2. The term of this Agreement is:

START DATE
02/02/2021

THROUGH END DATE
6/30/2030

3. The maximum amount of this Agreement after this Amendment is:
\$8,835,718.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
This amendment is to add May 3, 2021 NOFA funds to contract.

Exhibit A, Authority, Purpose and Scope of Work, is hereby deleted in its entirety and replaced with new Exhibit A, Authority, Purpose and Scope of Work, Am. 1 (Rev. 2/2022) attached hereto and made a part hereof.

Exhibit E, Program-Specific Provisions and Special Conditions, is hereby deleted in its entirety and replaced with new Exhibit E, Program-Specific Provisions and Special Conditions, Am. 1 (Rev. 2/2022) attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Bernardino

CONTRACTOR BUSINESS ADDRESS 385 North Arrowhead Avenue, 3rd Floor	CITY San Bernardino	STATE CA	ZIP 92415
PRINTED NAME OF PERSON SIGNING Curt Hagman	TITLE Chairman, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Shaun Singh	TITLE Contracts Manager, Business & Contract Services Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL	EXEMPTION (If Applicable) Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)
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EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”), this Standard Agreement along with all its exhibits (the “Agreement”) is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as “HCD” or “Department”) has issued a Notice of Funding Availability (the “NOFA”), dated February 26, 2020, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the “Application”) for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the “Grant”), the Contractor (sometimes referred to herein as the “Applicant”) agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

- A. The scope of work (“Work”) for this Agreement shall consist of one or more of the following eligible uses:
 - 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

EXHIBIT A

- 2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.
- 3) Matching portions of funds placed into local or regional housing trust funds.
- 4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- 6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
 - b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
- 7) Accessibility modifications in Lower-income Owner-occupied housing.

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- 8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - 9) Homeownership opportunities, including, but not limited to, down payment assistance.
 - 10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.
- B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
- C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
- D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

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5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
Grant Management Section, Suite 400
2020 West El Camino Avenue, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative (AR) Names and Titles:	Gary Hallen, Director, Community Development & Housing Department
Agency Name:	County of San Bernardino
Address:	385 North Arrowhead Avenue, 3rd Floor San Bernardino, CA 92415
Primary AR Contact Phone No.:	(909) 387-4391
Primary AR Contact Email Address:	gary.hallen@rda.sbcounty.gov

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").
- B. This Agreement shall terminate on June 30, 2030.
- C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs

Permanent Local Housing Allocation (PLHA) Program – Grant
NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021
Approved Date: 10/05/2020
Prep. Date: 03/09/2022

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incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.

- D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **\$3,459,141**

Contractor has been awarded the following grant activity amounts for 2020: **\$5,376,577**

Estimated five year allocation may not exceed: **\$20,754,846**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: **County of San Bernardino**

Amount: **\$8,835,718**

Plan:

1. Activity 1 – Gap construction loans and capitalized operating reserves.

PLHA funds will be used to make construction loans and capitalized operating reserves (COSR) for Affordable multifamily rental housing projects that will be occupied by households with incomes at or below 80% AMI.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	Affordable Rental Housing	Affordable Rental Housing	Affordable Rental Housing	Affordable Rental Housing	Affordable Rental Housing
Percentage of Funds Allocated for each Activity	10%	50%	100%	100%	10%
Area Median Income Level Served	80%	80%	80%	80%	80%

2. Activity 5 – Capitalized reserves for services connected to the preservation and creation of new Permanent supportive housing.

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PLHA funds will be used to create reserves for supportive services in projects providing Permanent supportive housing to persons experiencing homelessness or who are At risk of homelessness. These projects shall be restricted for 55 years. .

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	New Construction	New Construction			
Percentage of Funds Allocated for each Activity		10%			
Area Median Income Level Served	30%	30%			

3. Activity 6 – Rental Assistance

PLHA funds will be used to provide rental assistance to persons experiencing homelessness or At risk of homelessness in transitional or interim housing projects. The Area Median Income (AMI) to be served will be 30% or less and the projects will be restricted for a minimum of 10 years.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Affordable Housing Project	Rental Assistance	Rental Assistance			
Percentage of Funds Allocated for each Activity	80%	30%			
Area Median Income Level Served	30%	30%			

4. Activity 8 – Acquisition of Housing to Create Rental Housing

PHLA funds will be utilized to create a new program wherein the County purchases land and/or tax sale properties containing vacant homes or apartments that will be made available to low and very low income households ideally for a shared housing living arrangement that will be restricted for 55 years.

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Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity					Acquisition Rentals
Percentage of Funds Allocated for each Activity					80%
Area Median Income Level Served					80%

5. Activity 10 – Fiscal Incentive to a city within the county

PLHA funds will be used to make a low-interest loan to an Affordable housing project within the County which is also being assisted by the city. The County and the city will each make a construction loan to the multifamily rental housing project. The Area Median Income to be served will be 80% or less. The development will be restricted for 55 years.

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	Fiscal Incentives	Fiscal Incentives			Fiscal Incentives
Percentage of Funds Allocated for each Activity	10%	10%			10%
Area Median Income Level Served	80%	80%			80%

EXHIBIT E

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.